

#### CONTRACT NO. 16-0615N

## AS NEEDED REPAIR SERVICES FOR LAKE COUNTY VEHICLES AND OPERATING EQUIPMENT

LAKE COUNTY, FLORIDA, a political subdivision of the state of Florida, its successors and assigns through its Board of County Commissioners (hereinafter "County") does hereby accept, with noted modifications, if any, the bid of **JWO Industries Inc. dba Caskey's Mower Shop** (hereinafter "Vendor") to provide as needed repair services for Lake County vehicles and operating equipment pursuant to County Bid number 16-0615 (hereinafter "Bid"), and Vendor's Bid response thereto with all County Bid provisions governing.

A copy of the Vendor's signed Bid is attached hereto and incorporated herein, thus making it a part of this Contract except that any items not awarded have been struck through. The attachments noted below (if any) are attached hereto and are also made a part of this Contract.

Attachments: N/A

No financial obligation under this contract shall accrue against the County until a specific purchase transaction is completed pursuant to the terms and conditions of this contract.

Vendor shall submit the documents hereinafter listed <u>prior to commencement</u> of this Contract: Insurance Certificate in accordance with the ITB and Addendum One.

The County's Procurement Services Manager shall be the sole judge as to the fact of the fulfillment of this Contract, and upon any breach thereof, shall, at his or her option, declare this contract terminated, and for any loss or damage by reason of such breach, whether this Contract is terminated or not, said Vendor and their surety for any required bond shall be liable.

This Contract is effective from <u>September 13, 2016</u> through <u>September 30, 2017</u> except the County reserves the right to terminate this Contract immediately for cause and/or lack of funds and with thirty (30) day written notice for the convenience of the County. This Contract provides for four (4) one (1) year renewals at Lake County's sole option at the terms noted in the Bid.

Any and all modifications to this Contract must be in writing signed by the County's Procurement Services Director.

LAKE COUNTY, FLORIDA

MIL

Senior Contracting Officer

Date: 9-13-16

Distribution:

Original-Bid File

Copy-Vendor

Copy-Department



## INVITATION TO BID (ITB)

# As Needed Repair Services for Lake County Vehicles and Operating Equipment

ITB Number:	16-0615	Contra	ecting Officer:	D. Villinis	
Bid Due Date: Bid Due Time:	June 28, 2016	Pre-Bi	Pre-Bid Conf. Date:  1TB Issue Date:	Not applicable	
	3:00 p.m.	ITB Is		June 1, 2016	
Page 1 region of the first of t	The second secon				
TABLE OF CON	ial Terms and Condition	THE RESIDENCE OF THE PARTY OF T			2
					13
SECTION 2: State	A CONTRACTOR OF THE PARTY OF TH	10.00			17
SECTION 3: General Terms and Conditions				21	
SECTION 4: Prici	ng/Certifications/Signa	tures	· zame content		26
SECTION 5: Attac	chments				
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Bid and/or Perform	ance Bond:	Not applicable for t	his solicitation		
Certificate of Com		Section 1.17			
Indemnification/In		Section 1.8	CHASE SWE		-
- D110 - C	a/Walk Thru:	Not applicable for	this solicitation		
signed by an aut may form the co Vendors shall	ntract document bind complete and retu	vill be available for in y (30) calendar days a sentative, this docume ling the parties to all part irn the entirety of document (See Provi e specified time and o	erformance spetthis ITB Doc	ecified herein. cument, and atta	ch all othe
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#### JTB Number: 16-0615

#### Section 1.1: Purpose

The purpose of this solicitation is to establish a pool of multiple vendors to provide as needed repair services for Lake County vehicles and operating equipment maintained by the Lake County Pleet Management Division in conjunction with the County's needs. A list of the vehicle and equipment brands currently owned and maintained by the County's Flect Management Division is included as Attachment 2. Vendors should enter an "x" in the right hand column for those brands that it can support.

This is an indefinite quantity contract with no guarantec services will be required. The County does not guarantee a minimum or maximum dollar amount to be expended on any contract(s) resulting from this invitation to Bid.

PLEASE NOTE: CURRENT REPAIR SERVICE CONTRACTS (13-0601/Alignment, Balancing, Suspension & Steering; 14-0627/As Needed Repair Services; and 13-0308/I ransmission Services) for County vehicles and equipment WILL NOT BE RENEWED. If your firm currently holds one or more contract(s) with Lake County to provide any type of repair services to County vehicles or equipment, please submit a response to this solicitation. The County intends to establish new contracts with multiple vendors under this solicitation to replace existing Fleet repair/service contracts.

## Section 1.2: Designated Procurement Representative

Questions concerning any portion of this solicitation shall be directed in writing [fax and e-mail accepted] to the below named individual who shall be the official point of contact for this solicitation. To ensure reply, questions should be submitted no later than seven (7) working days before the bid due date.

Donna Villinis, CPPB, Senior Contracting Officer Lake County BCC Office of Procurement Services 315 W. Main Street, Room 441 PO BOX 7800 Tavares, FL 32778-7800

Phone: 352.343.9839 Fax: 352.343.9473

E-mail: dvillinis@lakecountyfl.gov

No answers given in response to questions submitted shall be binding upon this solicitation unless released in writing as an addendum to the solicitation by the Lake County Office of Procurement Services.

## Section 1.3: Method of Award in the County's Best Interests

As the best interests of the County may require, the County reserves the right to make award(s) on a lowest price basis by individual item, group of items, all or none, or a combination thereof;

11B Number: 16-0615

with one or more vendor(s); to reject any and all offers or waive any minor irregularity or technicality in bids received.

The County intends to award multiple contracts under this solicitation to maximize coverage for the variety of brands and type of vehicles and equipment it maintains.

## Section 1.4: Prebid Conference

Not applicable for this solicitation.

### Section 1.5: Term of Contract

This contract shall commence on the first calendar day of the month succeeding approval of the contract by the Board of County Commissioners, or designce, unless otherwise stipulated in the Notice of Award Letter distributed by the County's Office of Procurement Services; and contingent upon the completion and submittal of all required pre-award documents. The initial contract term shall remain in effect for twelve (12) months, and then the contract will remain in effect until completion of the expressed and/or implied warranty period. The contract prices resultant from this solicitation shall prevail for the full duration of the initial contract term unless otherwise indicated clsewhere in this document.

## Section 1.6: Option to Renew

The County shall have the option to renew this contract for four (4) additional one (1) year period(s). The vendor will be notified prior to the completion of the initial term and each subsequent term of the contract of the County's intent to renew.

Prior to completion of each exercised contract term, the County may consider an adjustment to price based on changes in the following pricing index: U.S. Department of Labor, Burcau of Labor Statistics (<a href="http://www.bls.gov">http://www.bls.gov</a>). Wage Earnings and Benefits Calculators. It is the vendor's responsibility to request in writing any pricing adjustment under this provision. The vendor's written request for adjustment should be submitted thirty (30) calendar days prior to expiration of the then current contract term. The vendor adjustment request must clearly substantiate the requested increase. The written request for adjustment should not be in excess of the relevant pricing index change. If no adjustment request is received from the vendor, the County will assume that the vendor has agreed that the optional term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new option period shall not be considered.

The County reserves the right to reject any written price adjustments submitted by the vendor and/or to not exercise any otherwise available option period based on such price adjustments. Continuation of the contract beyond the initial period, and any option subsequently exercised, is a County prerogative, and not a right of the vendor. This prerogative will be exercised only when such continuation is clearly in the best interest of the County.

## Section 1.7: Method of Payment

The vendor(s) shall submit invoices to the County user department(s) after each individual work order has been completed, whether the piece of equipment or vehicle was picked up by authorized County personnel or delivered to the County by the vendor. In addition to the general invoice requirements set forth below, the invoices shall reference, as applicable, the corresponding delivery ticket number, packing slip number, or other acceptance document that was signed by an authorized representative of the County user department at the time the items were delivered and accepted. Submittal of these periodic invoices shall not exceed seventy-two (72) hours from the completion of the services and return of the vehicle/equipment to the County. Under no circumstances shall invoices be submitted to the County in advance of the delivery and acceptance of the vehicle/equipment.

All invoices shall contain the contract and/or purchase order number, date and location of delivery or service, and confirmation of acceptance of the goods or services by the appropriate County representative. Failure to submit invoices in the prescribed manner will delay payment, and the vendor may be considered in default of contract and the contract may be terminated. Payments shall be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218 Florida Statutes.

#### Section 1.8: Insurance

Each vendor shall include in its solicitation response package proof of insurance capabilities, including but not limited to, the following requirements: [This does not mean that the vendor must have the coverage prior to submittal, but, that the coverage must be in effect prior to a purchase order or contract being executed by the County.]

An original certificate of insurance, indicating that the awarded vendor has coverage in accordance with the requirements of this section, shall be furnished by the vendor to the Contracting Officer within five (5) working days of such request and must be received and accepted by the County prior to contract execution and/or before any work begins.

The vendor shall provide and maintain at all times during the term of any contract, without cost or expense to the County, policies of insurance, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the County, insuring the vendor against any and all claims, demands or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services and/or obligations of the vendor under the terms and provisions of the contract. The vendor is responsible for timely provision of certificate(s) of insurance to the County at the certificate holder address evidencing conformance with the contract requirements at all times throughout the term of the contract.

Such policies of insurance, and confirming certificates of insurance, shall insure the vendor is in accordance with the following minimum limits:

General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

## SECTION 1 - SPECIAL TERMS AND CONDITIONS

ITB Number: 16-0615

Each Occurrence/General Aggregate \$1,000,000/2,000,000
Products-Completed Operations \$2,000,000
Personal & Adv. Injury \$50,000
Pire Damage \$5,000
Medical Expense Included

Automobile liability insurance, including owned, non-owned, and hired autos with the following minimum limits and coverage:

### Combined Single Limit

\$1,000,000

Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc.). If not required by law to maintain workers compensation insurance, the vendor must provide a notarized statement that if he or she is injured; he or she will not hold the County responsible for any payment or compensation.

Employers Liability insurance with the following minimum limits and coverage:

Each Accident Disease-Each Employee Disease-Policy Limit	\$1,000,000 \$1,000,000 \$1,000,000
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Professional liability and/or specialty insurance (medical malpractice, engineers, architect, consultant, environmental, pollution, errors and omissions, etc.) insurance as applicable, with minimum limits of \$1,000,000 and annual aggregate of \$2,000,000.

## The following additional coverage must also be provided:

Garage Liability at coverage value: \$1,000,000
Garage Keepers on a Direct Primary basis at coverage value: \$1,000,000

Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, shall be named as additional insured as their interest may appear on all applicable liability insurance policies.

The certificate(s) of insurance shall provide for a minimum of thirty (30) days prior written notice to the County of any change, cancellation, or nonrenewal of the provided insurance. It is the vendor's specific responsibility to ensure that any such notice is provided within the stated timeframe to the certificate holder.

If it is not possible for the Vendor to certify compliance, on the certificate of insurance, with all of the above requirements, then the Vendor is required to provide a copy of the actual policy endorsement(s) providing the required coverage and notification provisions.

ITB Number: 16-0615

Certificate(s) of insurance shall identify the applicable solicitation (fTB/RFP/RFQ) number in the Description of Operations section of the Certificate.

Certificate holder shall be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, AND THE BOARD OF COUNTY COMMISSIONERS. P.O. BOX 7800
TAVARES, FL 32778-7800

Certificates of insurance shall evidence a waiver of subrogation in favor of the County, that coverage shall be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium payment by the County.

The Vendor shall be responsible for subcontractors and their insurance. Subcontractors are to provide certificates of insurance to the prime vendor evidencing coverage and terms in accordance with the Vendor's requirements.

All self-insured retentions shall appear on the certificate(s) and shall be subject to approval by the County. At the option of the County, the insurer shall reduce or eliminate such self-insured retentions, or the vendor or subcontractor shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

The County shall be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention shall be the sole responsibility of the vendor and/or sub contractor providing such insurance.

Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.

Neither approval by the County of any insurance supplied by the vendor or Subcontractor(s), nor a failure to disapprove that insurance, shall relieve the vendor or Subcontractor(s) of full responsibility for liability, damages, and accidents as set forth herein.

## Section 1.9: Bonding Requirements

Not applicable for this solicitation.

## Section 1.10: Completion/Delivery

As specified in Section 2, Statement of Work.

## Section 1.11: Acceptance of Goods or Services

The services rendered under the contract will not be deemed complete, until a physical

inspection and actual usage of the vehicle/equipment is (are) accepted by the County and shall be in compliance with the terms herein, fully in accord with the specifications and of the highest quality.

Vehicles and equipment serviced under this contract may be tested and/or inspected for compliance with specifications prior to being accepted by the County. In the event that any aspect of the services provided is found to be defective or does not conform to the specifications, aspect of the services the right to terminate the contract or initiate corrective action on the part of the vendor, or obtain a full credit for the unacceptable services. The vendor shall not assess any additional charge(s) for any conforming action taken by the County under this clause. The County will not be responsible to pay for any services that do not conform to the contract specifications.

In addition, any services deemed to be defective or unacceptable, or which are not delivered or performed by the date specified in the purchase order or contract, may be procured by the County on the open market, and any increase in cost may be charged against the awarded contractor. Any cost incurred by the County in any re-procurement plus any increased product or service cost shall be withheld from any monies owed to the contractor by the County for any contract or financial obligation.

## Section 1.11.1; Deficiencies in Work to be Corrected by the Vendor

The vendor shall promptly correct all apparent and latent deficiencies and/or defects in work, and/or any work that fails to conform to the contract documents regardless of project completion status. All corrections shall be made within seven (7) calendar days after such rejected defects, deficiencies, and/or non-conformances are verbally reported to the vendor by the County's project administrator, who may confirm all such verbal reports in writing. The vendor shall bear project administrator, who may confirm all such verbal reports in writing. The vendor shall bear project administrator, who may confirm all such verbal reports in writing. The vendor shall bear project administrator, who may confirm all such verbal reports in writing. The vendor shall bear project administrator, who may confirm all such verbal reports in writing. The vendor shall bear project administrator, who may confirm all such verbal reports in writing. The vendor shall bear project administrator, who may at its discretion, notify the vendor, in writing, that the vendor is subject to contractual default provisions if the corrections are not completed to the satisfaction of the County within ten (10) calendar days of receipt of the notice. If the vendor fails to correct the deficiencies, and charge the incumbent obtain the services of another vendor to correct the deficiencies, and charge the incumbent vendor for these costs, either through a deduction from the final payment owed to the vendor or through invoicing. If the vendor fails to honor this invoice or credit memo, the County may terminate the contract for default.

#### Section 1.12: Warranty

As specified in Section 2, Statement of Work.

## Section 1.13: Delivery of Solicitation Response

Unless a package is delivered by the vendor in person, all incoming mail from the U.S. Postal Service and any package delivered by a third party delivery organization (FedEx, UPS, DHL, private courier, etc.) will be opened for security and contamination inspection by the Lake County Clerk of the Circuit Court Mail Receiving Center in an off-site secure controlled facility

prior to delivery to any Lake County Government facility, which includes the Lake County Office of Procurement Services.

To be considered for award, a bid or proposal must be received and accepted in the Office of Procurement Services prior to the date and time established within the solicitation. A response will not be considered for award if received in the Office of Procurement Services after the official due date and time regardless of when or how it was received by the Lake County Clerk of Court Mail Receiving Center. Allow sufficient time for transportation and inspection.

Each package shall be clearly marked with the applicable solicitation number, title, and company name. Ensure that your bid or proposal is securely sealed in an opaque envelope/package to provide confidentiality of the bid or proposal prior to the due date stated in the solicitation.

If you plan on submitting your bid or proposal IN PERSON, please bring it to:

LAKE COUNTY PROCUREMENT SERVICES 315 W. MAIN STREET 4TH FLOOR, ROOM 441 TAVARES, FLORIDA

If you submit your bid or proposal by the UNITED STATES POSTAL SERVICE (USPS), please mail it to:

LAKE COUNTY PROCUREMENT SERVICES PO BOX 7800 TAVARES, FL 32778-7800

If you submit your bid or proposal by a THIRD PARTY CARRIER such as FedEx, UPS, or a private courier, please send it to:

LAKE COUNTY PROCUREMENT SERVICES MAIL RECEIVING CENTER 32400 COUNTY ROAD 473 LEESBURG, FL 34788

Facsimile (fax) or electronic submissions (e-mail) will not be accepted.

## Section 1.14: Completion Requirements

One original bid and three (3) complete copies of the bid shall be scaled and delivered to the Office of Procurement Services no later than the official bid due date and time. Any bid received after this time will <u>not</u> be considered and will be returned unopened to the submitter. The County is not liable or responsible for any costs incurred by any Bidder in responding to this ITB including, without limitation, costs for product and/or service demonstrations if requested.

When you submit your bid, you are making a binding offer to the County and are agreeing to all

1TB Number: 16-0615

of the terms and conditions in this Invitation to Bid. Use only the form(s) provided in this document. If you make any change to the content or format of any form, the County may disqualify your offer. All information shall be legible and either written in ink or typewritten. If you make a correction or change on any document, the person signing the bid proposal must initial the change. The bid shall be manually signed in BLUE INK by an official authorized to legally bind the Bidder to its provisions.

COMPLETION OF BID PACKAGE: The vendor shall complete all required entries in Section 4 of the bid form such as, but not limited to, pricing pages, signature, certifications, references, and acknowledgement of any solicitation addenda. The vendor shall submit the entire solicitation with all Section 4 entries completed in the number of copies specified to the address specified in this solicitation. The vendor shall also submit any supporting documents (to include proof of insurability and provision of bid bonds as required), samples, and/or descriptive literature required by any of the provisions in Section 2 of the solicitation in a separate sealed envelope / package marked "Literature for Bid 16-0615." Do not indicate bid prices on literature.

## Specific Completion Directions:

- > One original and three copies of this complete ITB document (all pages) shall be submitted as the bid submittal with sections completed as noted herein.
- Pricing shall be completed as directed within Section 4.
- > Initial and date in BLUE INK the appropriate space(s) for each addendum you received for
- Insert any prompt payment discount that you will offer. Note payment is NET 30 DAYS otherwise.
- Complete all certifications included within Section 4 of the solicitation.
- Complete the reference information sheets (include at least three references) contained within the solicitation.
- > Complete the vendor information, and sign the bid (IN BLUE INK) in the spaces provided in Section 4 of the solicitation.
- > Submit either a certificate of insurance, or evidence of insurability, that is in compliance with the stated insurance requirements in Section 1.8.

## Section 1.15: Additional Services

Although this solicitation and resultant contract identifies specific services to be performed, it is hereby agreed and understood that services may be added to this contract at the option of the County. When required by the pricing structure of the contract, vendor under this contract shall be invited to submit price quotes for these additional services. The additional services shall be added to this contract by formal modification.

The County may obtain price quotes for the additional services from other vendor in the event that fair and reasonable pricing is not obtained from the current contract vendor, or for other reasons at the County's discretion.

## Section 1.16: Availability of Contract to Other County Departments

Although this solicitation is specific to a County Department, it is hereby agreed and understood that any County department or agency may avail itself of this contract and purchase any and all items specified herein from the vendor(s) at the contract price(s) established herein. Under these circumstances, a contract modification shall be issued by the County identifying the requirements of the additional County department(s).

## Section 1.17: Certificate of Competency/Licensure, Permits, and Fees

Any person, firm, corporation or joint venture that submits an offer in response to a County solicitation shall, at the time of such offer, hold a valid Certificate of Competency or appropriate current license issued by the State or County Examining Board qualifying said person, firm, corporation or joint venture to perform the work proposed. If work for other trades is required in conjunction with this solicitation and will be performed by a sub-contractor(s) or vendor(s) hired by the prime/responding vendor, an applicable Certificate of Competency/license issued to the sub-contractor(s)/hired vendor(s) shall be submitted with the prime/responding vendor's offer; provided, however, that the County may at its option and in its best interest allow the prime/responding vendor to supply the sub-contractor(s)/hired vendor(s) certificate/license to the County during the offer evaluation period. The prime/responding vendor is responsible to ensure that all required licenses, permits, and fees (to include any inspection fees) required for this project are obtained and paid for, and shall comply with all laws, ordinances, regulations, and building or other code requirements applicable to the work contemplated herein. Damages, penalties, and/or fines imposed on the County or the vendor for failure to obtain required licenses, permits, inspection or other fees, or inspections shall be borne by the vendor.

## Section 1.18: Competency of Vendors and Associated Subcontractors

The County may elect to conduct a pre-award inspection of the vendor's facility during the offer evaluation process. Offers will be considered only from firms which are regularly engaged in the business of providing or distributing the goods and/or performing the services as described in the solicitation, and who can produce evidence of a consistent satisfactory record of performance. Vendors must demonstrate that they have sufficient financial support and organization to ensure that they can satisfactorily execute the contract if awarded under the terms and conditions herein stated. In the event that the vendor intends to sub-contract any part of its work to another vendor, or will obtain the goods specifically offered under this contract from another source of supply; the vendor may be required to verify the competency of its sub-contractor or supplier. The County reserves the right, before awarding the contract, to require a vendor to submit such evidence of its qualifications and the qualifications of its sub-contractor as it may deem necessary. The County may consider any evidence available to it of the financial, technical and other qualifications and abilities of any vendor responding hereunder, including past performance with the County, in determining vendor responsibility for the purposes of selecting a vendor for contract award.

## Section 1.19: Compliance with Federal Standards

All purchases under this contract shall be in accordance with all governmental standards, to

11B Number: 16-0615

include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

## Section 1.20: Cost Estimates / Price Quotations

As specified in Section 2, Statement of Work.

### Section 1.21: Hourly Rate

The hourly rate quoted shall be deemed to provide full compensation to the vendor for labor, equipment use, travel time, and any other element of cost or price. This rate is assumed to be at straight-time for all labor, except as otherwise noted. The vendor shall comply with minimum wage standards, and/or any other wage standards specifically set forth in this solicitation and resultant contract, and any other applicable laws of the State of Florida. If overtime is allowable under this contract, it will be covered under a separate item in the special clauses.

Under this contract, the wage rate paid to all laborers, mechanics and apprentices employed by the vendor for the work under the contract, shall not be less than the prevailing wage rates for similar classifications of work as established by the Federal Government and enforced by the U.S. Department of Labor, Wages and Hours Division, and Florida's Minimum Wage requirements in Article X, Section 24 (f) of the Florida Constitution and enforced by the Florida requirements in Article X, Section 24 (f) of the Florida Constitution by rule, whichever is higher.

## Section 1.22: Labor, Materials, and Equipment Shall be Supplied by the Vendor

Unless otherwise stated in this solicitation the vendor shall furnish all labor, material and equipment necessary for satisfactory contract performance. When not specifically identified in the technical specifications, such materials and equipment shall be of a suitable type and grade for the purpose. All material, workmanship, and equipment shall be subject to the inspection and approval of the County's Project Manager.

## Section 1.23: Omission from the Specifications

The apparent silence of this specification and any addendum regarding any details, or the omission from the specification of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail, and that only materials and workmanship of first quality are to be used. All interpretations of this specification shall be made upon the basis of this agreement.

#### Section 1.24: Risk of Loss

The vendor assumes the risk of loss of damage to the County's property during possession of such property by the vendor, and until delivery to, and acceptance of, that property to the County. The vendor shall immediately repair, replace or make good on the loss or damage without cost to the County, whether the loss or damage results from acts or omissions (negligent

ITB Number: 16-0615

or not) of the vendor or a third party.

The vendor shall indemnify and hold the County harmless from any and all claims, liability, losses and causes of action which may arise out of the fulfillment of this contract. The vendor shall pay all claims and losses of any nature whatsoever in connection therewith, and shall defend all suits, in the name of the County when applicable, and shall pay all costs and judgments which may issue thereon.

## Section 1.25: Special Notice to Vendors Regarding Federal and/or State Requirements

Upon award of a contract resulting from this solicitation, the vendor shall utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of:

- 1) All persons employed by the vendor during the term of the contract to perform employment duties within Lake County; and
- All persons, including subcontractors, assigned by the vendor to perform work pursuant to the contract.

#### SCOPE OF SERVICES

It is the intent of the County to establish multiple contracts with several vendors for the provision of various types of repair services on an as needed basis for Lake County vehicles and operating equipment. This is an indefinite quantity contract with no guarantee services will be required. The County does not guarantee a minimum or maximum dollar amount to be expended on any contract(s) resulting from this Invitation to Bid.

PLEASE NOTE: CURRENT REPAIR SERVICE CONTRACTS WILL NOT BE RENEWED - this includes 13-0601/Alignment, Balancing, Suspension & Steering; 14-0627/As Needed Repair Services; and 13-0308/Transmission Services. If your firm currently holds one or more repair contract(s) with Lake County, please submit a response to this solicitation. The County intends to establish new contracts with multiple vendors under this solicitation to replace existing Fleet repair/service contracts.

The County owns and operates various makes, models, brands, types, and sizes of vehicles and operating equipment, including cars, SUVs, trucks, buses, fire trucks, heavy equipment, and both large and small agricultural, lawn, and construction equipment, and desires to establish repair contracts with multiple vendors to cover all its service and repair needs. A list of currently owned brands is included as Attachment 2 of this ITB.

Types of services and repairs that may be required under the resulting contract(s) include but are not limited to: hydraulic, drive-train, electrical, chassis, heating/air conditioning, transmission, wheel alignment, tire balancing, suspension, steering, welding, retrofitting, upfitment and restoration.

Unless otherwise stated in this solicitation, the Vendor shall furnish all labor, parts, products, materials, supplies, equipment, and incidentals necessary for satisfactory contract performance. When not specifically identified in the technical specifications, such materials and equipment shall be of a suitable type and grade for the purpose. All material, workmanship, and equipment shall be subject to the inspection and approval of the County's Fleet Manager. Parts supplied must be of the highest quality that meet or exceed original vehicle manufacturer (OEM) specifications and/or quality for a mixed fleet with diverse ages, operating under diverse conditions. If Fleet or the ordering department gives prior approval, parts supplied by the Vendor, in conjunction with this contract, may be maintenance certified (re-manufactured, rebuilt, or re-conditioned), as long as they are warranted for merchantability and carry a warranty equal to new products. Any remanufactured, aftermarket, or fabricated parts shall meet or exceed OEM warranty standards. The Vendor's supplier of maintenance certified equipment shall be easily identifiable to the County. In the event any of the materials supplied to the County by the Vendor are found to be defective or do not conform to specifications, the County reserves the right to either; (1) cancel the order and return such materials to the Vendor at the Vendor's expense; or (2) require the Vendor to replace the materials at the Vendor's expense.

Vendor's shall pay close attention to the insurance requirements for this contract (See Section 1.8) noting all required coverages, limits, including garage liability and garage keepers coverages.

Required Facility, Equipment, and Staffing

The Vendor shall furnish all labor, materials, tools, and equipment necessary for satisfactory contract performance and as recommended by the vehicle or equipment manufacturer(s). The Vendor must have clean, complete, modern facilities or access to such facilities.

The Vendor(s) shall have adequate machinery to perform any type of repair required under the contract, including adequate tooling machinery capable of in-house suspension repairs and alignments for all County vehicles, including buses and fire trucks. The Vendor(s) shall also possess all special hand tools and special equipment recommended by vehicle manufacturers to effectively and efficiently make repairs.

Vendor(s) shall abide by all applicable OSHA requirements. Furthermore, all staff assigned to the County's projects shall be ASE or factory certified mechanics. All material, workmanship, and equipment shall be subject to the inspection and approval of the County.

Pricing shall be entered in Section 4. For purposes of this ITB, "normal" business hours shall be defined as 8:00 a.m. to 5:00 p.m., Monday through Friday; "after hours" shall be defined as 5:01 p.m. to 7:59 a.m. Monday through Friday, weekends, and holidays.

Hourly rates submitted in bids for repairs and service shall include travel time and mileage the County will not pay for separate travel time or mileage if invoiced by the Vendor.

Vendors shall also submit a discount percentage (to be deducted from the vendor's list price) for parts to be used in performing repair services under the contract.

Upon request, the Vendor(s) shall be required to furnish price lists (printed or microfiche) at no additional charge to the County. This price list shall provide descriptive literature, technical data and service information for parts and materials. Time of delivery for these lists shall be mutually agreed upon by the Vendor(s) and the County.

Estimates/Quotations

The Vendor shall submit a written estimate for each prospective project under the contract before a Work Order for that specific project is issued. The estimate must adhere to the pricing submitted in the Vendor's original bid and shall be clear and legible and include the following: County vehicle number, VIN, estimated start and completion dates, labor hours and rate per hour as submitted in bid, itemized listing of replacement repair parts showing retail list price of each part less vendor's discount percentage submitted in bid. The estimate shall be itemized by the number of work hours per classification, and by the cost of materials and equipment. Estimates must include all applicable fees and charges including, but not limited to, miscellaneous shop charges, environmental charges, disposal fees, etc. as provided in the bid. Charges will not be paid by the County unless specifically listed in the Vendor's original bid submittal. The written estimate must be sent via e-mail (FleetMaintenance@lakecountyfl.gov) to the Fleet Maintenance Division representative within twenty-four (24) hours after receiving the vehicle for estimate. An appropriate e-mail address will be supplied to the Vendor. The County reserves the right to obtain estimates from multiple contracted vendors, to award the individual project based on the

ITB Number: 16-0615

lowest estimate, or to reject all estimates when such action is determined to be in the best interests of the County, and obtain the required services from another source of supply.

Upon receiving notice to proceed from the County, Vendor shall perform the work per estimate. In the event that additional needed repairs are discovered, the vendor shall contact County representative and shall confirm the need for such work and provide an amended written price quote for the additional work and, if applicable, a revised work completion schedule prior to Vendor proceeding with the work.

When performing repairs, the Vendor shall use parts which meet or exceed Original Equipment Manufacturer (OBM) standards. If Fleet or the ordering department gives prior approval, parts supplied by the Vendor, in conjunction with this contract, may be maintenance certified (remanufactured, rebuilt, or re-conditioned), as long as they are warranted for merchantability and carry a warranty equal to new products. Any remanufactured, aftermarket, or fabricated parts shall meet or exceed OEM warranty standards. The Vendor's supplier of maintenance certified equipment shall be easily identifiable to the County.

When not specifically identified in the technical specifications or OEM standards, parts and materials shall be of a suitable type and grade for the purpose. All such materials, workmanships, and equipment shall be subject to the inspection and written approval of the County. In the event any of the materials supplied to the County by the Vendor are found to be defective or do not conform to specifications and have not received written approval, the County reserves the right to either: (1) cancel the order and return such materials to the Vendor at the Vendor's expense; or (2) require the Vendor to replace the materials at the Vendor's expense.

All damaged/nonworking parts which are replaced by the Vendor must be kept for a minimum of fourteen (14) days for the purposes of inspection by the County. If disposal prior to the fourteen (14) day period is desired, the Vendor must contact the County and request in writing permission for early disposal.

When applicable, it shall be the Vendor's responsibility to ensure that the County has received the latest version of any MSDS forms required by 29 CFR 1910.1200 for any hazardous material. Should the content of an existing MSDS be revised, the Vendor shall promptly provide a new MSDS to the County with the new information relevant to the specific material.

The Vendor must make a good faith effort to complete repairs in a timely manner after the vehicle has been authorized for repair. As part of the vendor quoted cost for repair, the Vendor shall provide an estimated repair time for completion of work. Should an extension of this time period be needed, the Vendor shall request a time extension from the County immediately after the known delay. This time extension shall be in writing and shall include the reason and backup documentation for the delay and new time of completion. Time extensions shall only be granted for parts delivery delays or changes in scope of work by the County. The Vendor will be assessed fifty dollars (\$50.00) per day delay damages for each business day that is past the estimated completion date. The total of such damages will be deducted from the Vendor's final invoice.

In the event of failure by the Vendor to deliver services in accordance with the contract terms, after oral or written notice, the County may cancel the notice to proceed (NTP), retrieve the vehicle, and procure the services from other sources as necessary. Repeated failure of a vendor to perform in accordance with the contract terms and/or notices to proceed may result in termination of the contract.

Delivery, Pickup, and Storage of Vehicles

The Vendor shall have the capability of transporting and storing vehicles. White the vehicle is being repaired or is awaiting repairs, the vehicle shall be stored in a safe, secure location. Storage shall be at no charge to County.

Upon completion of the repair services, the vendor may be requested to deliver the vehicle to the County. These deliveries shall be made to Fleet Maintenance Shop during normal Fleet business hours only (Monday-Friday, 8:00 a.m. - 5:00 p.m.)

Upon receipt of the vehicle by Fleet, all work will be inspected by the Fleet Manager or designee before acceptance. Improperly repaired vehicle(s) will be returned to the Vendor for proper repair. All returned work must be completed at the Vendor's expense according to industry standards.

If the Vendor has the capability of providing towing services, please indicate so in the Pricing Section. "Regular" towing services are defined as being performed during normal business hours (M-F, 8:00 a.m. - 5:00 p.m.) from the Fleet Maintenance Shop. In addition to "regular" towing services, Vendors who have the ability to tow vehicles may be requested to provide emergency towing services for vehicles. Emergency services would be defined as towing services outside normal business hours from any location within the County. All vehicles towed shall be towed directly to the Vendor's repair shop. Pricing for towing services is requested in Section 4 as a per mile rate. If Vendor has a price sheet with towing prices defined, please include a copy with the hid submittal.

Work Quality/Warranty

The Vendor shall guarantee repairs against any and all defects in workmanship, parts or materials. All work performed shall be subject to an unconditional repair warranty of one (1) year/12,000 miles on labor and the repair parts shall have the standard manufacturer's warranty. All warranties shall be enforced and honored by the Vendor. The Vendor shall guarantee that all repairs performed will return the vehicle to manufacturer's specifications. Failure to comply with this requirement shall result in immediate return of the vehicle at the expense of Vendor for prompt repair.

Vehicle and Equipment Types

A general listing of the brands of vehicles and operating equipment currently owned and maintained by the County's Fleet Management Division which shall be included under this contract can be found in Attachment 2 of this ITB document. Vendors are asked to place a check mark on the line for those brands that can be supported by the firm. The County reserves the right to add or delete equipment, vehicles, and brands from this contract as needed over the life of the contract.

#### 3.1 DEFINITIONS

Addenda: A written change to a solleitation.
Bid: Shall rofes to any offer(s) submitted in response to this ITB. Bidder: Refers to any entity that submitted a bid under an ITI.

Contract: The agreement to perform the services set forth in this solicitation. The contract will be comprised of the solicitation document signed by both parties with any addenda and other attachments specifically incorporated.

Contractor: The vender to which award has been made.

County: Shall refer to Loke County, Florida.

Invitation to Bid (ITB): Shall mean this solicitation document, including any and all addends. An ITB contains well-defined terms, conditions, and specifications, and is awarded to the lowest priced responsive and responsible bidder.

Modification: A written change to a contract.

Medification: A written change to a contract.

Responsible: Refers to a bidder that has the capacity and capability to perform the work required under an Invitation to Bid, and is otherwise eligible for award.

Responsive: Rofers to a budder that has taken no exception or deviation from the terms, conditions, and specifications in an ITB. Sollicitation: The written document requesting either bids or proposals from the marketplace.

Vendor: A general reference to any callty responding to this solicitation or performing order any resulting contract.

The County has established that the words "shall", "must", or "will" are equivalent within this ITB and indicate a mandatory requirement which shall not be waived by the County.

#### 3,2 INSTRUCTIONS TO RIDDERS

A. Bidder Qualification

It is the policy of the County to encourage full and open it is use poncy of the county to encourage and and opin-competition among all available qualified voidors. All vendors regularly engaged in the type of work specified in the solicitation are encouraged to submit bids. To be recommended for award the County requires that vendors provide evidence of compliance with the requirements below upon request;

- Disologure of Employment
- Disclosure of Ownership
- Drug-Free Workplace
- W-9 and \$109 Forms The vendor must furnish these forms upon request as required by the Internal Revenue Service. Social Security Number - The vendor must provide a copy of
- 5. the primary owner's accial accurity card if the social scensity number is being used in lieu of the Pederal Identification Number (F.E.I.N.)
- Americans with Disabilities Act (A.D.A.)
- Conflict of Interest
- Debutment Disclosure Affidevit
- Novdiscrimination
- Family Leave
- Assistant Laws By acceptance of any contract, the vendor agrees to comply with all applicable outitrust laws.

B. Public Entity Crimes
Pursuant to Section 287.133(2)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not aubmit bids on leases of real property to a public entity, may not be awarded or perform as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with may public entity in excess of the threshold amount growded in Section 287,017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

C. Request for Additional Information

C. Request for Additional Information

Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, ore to be made in witing to the attention of the procurement sepresentative identified in the solicitation no later than five (5) working days prior to the hid due date. Such inquires shall contain the requester's name, address, and telephone number. The Procusement Services Office may issue an addendum in response to any inquiry received, prior to his opening, which changes, adds to, or clarifies the terms, provisions, or requirements of the solicitation. The hidder should pot rely on any statement or explanation whether written or verbal, other than those made in this solicitation document or in any addenda issued. Where there appears to be a conflict between this solicitation and any addendu, the last addendum issued shall prevail. It is the bidder's responsibility to ensure receipt and to acknowledge all addends and any accompanying documentation. Failure to acknowledge each addendum may prevent the bid from being considered for award

D. Contants of Solicitation and Bidders' Responsibilities

It is the reaponsibility of the bidder to become thoroughly familiar with the requirements, terms, and conditions of this solicitation. Stated mayarcases of contractual terms and conditions will not be accepted as a basis for varying the requirements of the County or the uncount to be paid to the vendor.

E. Restricted Discussions

From the date of issuance of this solicitation until final County action, vendors should not discuss the solicitation with any employee, agent, or any other representative of the County except as authorized by the designated procurement representative. The only communications that shall be considered pertinent to this solicitation are written documents from the yendor addressed to the designated procurement representative and retevant documents promulgated by the designated procurement representative.

F. Change to, Withdrawal of, or Mistake in, Bid

Changes to Bid - Prior to bid opening, a bidder may change its bid by submitting a new bid with notice on the fixe's letterhead, signed by an authorized agent, stating that the new submitted replaces the original submitted. The new submitted shall contain all information as required for submitting the original bid.

Withdrawal of Bid - A bid may be withdrawn, either physically or by written notice, at any time prior to the bid due date. If withdrawn by written notice, that notice must be addressed to, and received by, the designated procurement representative prior to the bid due date and time. A bid may also be withdrawn after expiration of the specified bid acceptance period, and prior to award, by submitting a letter to the designated procurement representative. The withdrawal letter must be on company Sexterhoad and aigned by an authorized agent of the bidder.

Mistuke in Rid - Any allegation of mistake in Bid shall be treated on a case-by-case basis. It is to be assumed that any alteration in bid price after receipt of bids will be exceptional in nature, and will be allowed only when substantiated by current legal precedence.

G. Conflicts within the Solivitation

Where these appears to be a conflict between contractual terms and conditions, the technical specifications, the pricing section, or any addendum issued, the order of precedence shall be: lust addendum issued, the pricing section, the technical specifications, the special, and then general conditions. It is incumbed upon the venter to identify such conflicts prior to the bid response date.

H. Prompt Payment Terms

It is the policy of the County that payment for all purchases by County agencies shall be made in a timely munner and that interest payments will be made on late payments in necordance with Part VII, Chapter 218, Florida Statutes, known as the Florida Prompt Payment Act. The bidder may offer cash discounts for prompt puyments; however, such discounts will not be considered in determining the lowest price during bid evaluation. Bidders are requested to provide prompt payment terms in the space provided on the signature page of the solicitation.

3.3 PREPARATION OF BLOS

The Pricing Section of this solicitation defines the goods or services to be purchased, and must be completed and submitted with the bid. Use of any other form or alteration of

the form may result in the rejection of the bid.

The bid submitted must be feetble, and completed using typewriter, computer or ink. Any entry change must be crossed out and initialed in ink. Failure to comply with these requirements may cause the bid to be rejected.

- An authorized agent of the bidder's firm most sign lie bid FAILURE TO SIGN THE BID MAY RENDER THE
- BID NON-RESPONSIVE.
  The bidder may be considered non-responsive if bids are conditioned to modifications, changes, or revisions to the terms and conditions of this solicitation.
- The hidder may submit alternate bid(s) for the same solicitation provided that such offer is altowable under the terms and conditions. The alternate bld must meet or exceed the minimum requirements and be submitted as a separate bid marked "Alternate Rid".
- When there is a discrepancy between the unit prices and any extended prices, the unit prices will provail.
- G. Any bid received after the alignment bid due dute and time through no fault of the County will be considered late, and except under the most exceptional circumstances, not be considered for award.
- H. Unless otherwise specified in the solicitation, prices quoted shall be P.O.B. Destination.

#### COLLUSION

Where two (2) or more related purities, as defined heroin, cucli submit a bid for the same contract, or evidence any price undersimiting, agreement, or connection in such regard, such bids shall be presumed to be collusive. Related parties shall mean bidder or principals theseof that have a direct or indirect ownership interest in another hidder for the same contract or in which a parent company of the principals thereof of one bidder have a direct or indirect ownership interest in another bidder for the same contract. Dids found to be collusive shall be rejected. Bidders which have been found to have engaged in collusion may be considered nonresponsible, and may be suspended or deburged. Any contract resulting from collusive hidding may be terminated for default.
3.5 PROHIBITION AGAINST CONTINGENT IFEES

The vendor warrants that they have not employed or retained any company or person, other than a bond fide employee working solely for the vendor to solicit or secure the contract and that they have not paid or agreed to pay any person, company, conversion, individual, or livin, other than a bona fide employee working solely for the vendor, any consideration contingent usion or resulting from the award or making of the contract.

#### 3.6 CONTRACTING WITH COUNTY EMPLOYEES

Any County employee or member of his or her immediate family seeking to contract with the County abali seek a conflict of interest opinion from the County Attorney prior to submittal of a response to contract with the County. The affected couployee shall disclose the employee's assigned function within the County and interest of the interest of his or her immediate family in the proposed contract and the nature of the intended contract.

#### 3.7 INCURRED EXPENSES

This solicitation does not commit the County to award nor be responsible for any cost or excepse which may be incurred by any bidder in preparing or submitting a bid, or any cost or expense incurred prior to the execution of a purchase order or contract. By submitting a bid, the bidder also agrees that the County beats or responsibility for any costs of the bidder associated with any administrative or judicial proceedings resulting from this solicitation process

#### 3.8 COUNTY IS TAX-EXEMPT

When purchasing on a direct basis, the County is generally exempt from Federal Excise Taxes and all State of Florida sules and use taxes. The County will provide an exemption certificate upon request by the setter for such purchases. Except for item(s) specifically identified by the vendor and accepted by the County for direct County purchase under the Sales Tux Recovery Program, contractors doing business with the County are not exempt from paying sales tex to their suppliers for materials needed to fulfill confractual abligations with the County, nor is any vendor authorized to use the County Tax Exemptions for such purchases.

## 3.9 PROPRIECARY/CONFIDENTIAL INFORMATION

Bidders are horeby notified that all information submitted as part of a bid will be available for public inspection in compliance with Chapter 119 of the Florida Statutes (the "Public Record Act."). The bidder should not submit any information which the bidder considers proprietary or confidential. The submission of any information to the County in connection with any solicitation shall be deemed conclusively to be a waiver of any protection from release of the submitted information unless such information is exempt or confidential under the Public Records Act.

#### 3.10 CANCELLATION OF SOLICITATION

The County reserves the right to cancel, in whole or in part, my Invitation to Bid when it is in the best interest of the County.

- 3.11 AWARD
  A. Unless officewise allowed by statute or ordinance, award will be made to the lowest priced responsive and responsible hidder. The County reserves the right to reject any and all bids, to waive pon-material inegularities or technicalities and to re-advertise for all or any part of this solicilation us deemed in its best interest. The County shall be the sole judge of its best interest.
- When there are multiple line items in a solicitation, the County reserves the right to award on an individual item basis, may combination of items, total low bid or in whichever manner deemed in the best interest of the County. This provision specifically supersedes any method of award criteria stated in the solleitation when such action is clearly necessary to protect the best interests of the County
- The County reserves the right to reject any and all bids if it is determined that prices are excessive or determined to be unreasonable, or it is otherwise determined to be in the County's best interest to do so.
- The County reserves the right to negotiate prices with the low hidder, provided that the scope of work is not amended.
- Award will only be made to firms that satisfy at legal requirements to do business with the County. The County may conduct a pre-award inspection of the bidder's afte or conduct a pre-award qualification meeting to defermine the responsibility and capacity of the bidder to perform. Award may be predicated on compliance with and submittal of all required documents as stipulated in the solicitation.
- 'the bidder's performance as prime or subcontractor on previous County contracts shall be taken into account in evaluating the responsibility of a responding bidder.
- All tie bids will be resolved in consonance with current written procedure in that regard.
- A vendor wishing to protest any award decision resulting from this solicitation shall do as provided for in the County's Purchasing Procedure Manual.

#### 3.12 GENERAL CONTRACT CONDITIONS

The contract shall be binding upon and shall inure to the benefit of each of the parties and of their respective successors and permitted enton or the pointest may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly excepted by each of the parties hereto. The failure of any party hereto at any time to enforce any of the provisions of the contract will in no way constitute or be construed as a waiver of such provision or of my other provision hereof, nor in any way affect the validity of, or the right theseafter to enforce, each and every provision of the contract. Any dispute arising during the course of contract performance that is not readily reclified by coordination between the vendor and the County user department shall be referred to Procognient Services office for resolution.

#### 3.13 OTTOUR AGENCIES

With the consent of the vender, other agencies may make purchases in accordance with the contract. Such purchases shall be governed by the same terms and conditions as stated herein with the exception of the change in agency name.

#### 3.14 CONTRACT EXTENSION

The County has the undateral option to extend a contract for up to ninety (90) calendar days beyond the current contract period. In such event, the County will notify the vendor(s) in writing of such extensions. The contract may be extended beyond the initial ninety (90) day extension upon mutual agreement between the County and the vendos(s). Exercise of the above options requires this prior approval of the Producement Services Manager.

3.15 WARRANTY

Alt varianties express and implied, shall be made available to the County for goods and services covered by this solicitation. All goods furnished shall be fully guaranteed by the vendor against factory defects and workmanship. At no expense to the County, the vendor shall correct any and all apparent and latent defects that may necur within the manufacturer's standard warranty period. The special conditions of the solicitation may supersode the manufacturer's standard warranty.

3.16 ESTIMATED QUANTITIES

Estimated quantities or dollars are for bidder's guidance only. No guarantee is expressed or implied as to quantities or dollar value that will be used during the contract period. The County is not obligated to place any order for a given amount subsequent to the The County may use estimated award of this solicitation. quantities in the award evaluation process. Estimated quantities do not contemplate or include possible additional quantities that may be unlered by other entitles that may utilize this contract. In no event shall the County be liable for payments in excess of the amount due for quantities of goods or services actually ordered.

3.17 NON-EXCLUSIVITY

It is the intent of the County to enter into an agreement that will satisfy its needs as described within this solicitation. However, the County reserves the right to perform, or cause to be performed, all or aby of the work and services berein described in the manner deemed to represent its best interests. In no case will the County be liable for billings in excess of the quantity of goods or services actually provided under this contract

3.18 CONTINUATION OF WORK

Any work that commences prior to, and will extend, beyond the expiration date of the current contract period shall, unless tenninuted by mutual written agreement between the County and the vender, continue until completion without change to the then current prices, terms and conditions.

3.19 LAWS, RULES, REGULATIONS AND LICENSES

The vendor shall comply with all federal, state, and local laws and regulations applicable to provision of the goods and/or services specified in this solicitation. During the term of the contract the vendor assures that it is in compliance with Title VII of the 1964 Civil Rights Act, as uncended, and the Florida Civil Rights Act of 1992, in that the vendor does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discrimination in any form or manner against the end/or croptoyoes or applicants for employment. The vendor understands that any contract is conditioned upon the veracity of this statement.

3.20 SUBCONTRACTING

Unless otherwise stipulated becein, the vendor shall not subcontract any portion of the work without the prior written consent of the County. Subcontracting without the prior consest of the County may result in termination of the contract for default.

3.21 ASSIGNMENT

The yender shall not assign or transfer any contract resulting from this splicitation, including any rights, title or interest therein, or its power to execute such contract to any person, company of corporation without the prior written consent of the County. This provision specifically includes any acquisition or hostile takeover of the awarded vendor. Failure to comply in this regards may result in termination of the contract for default.

3,22 RESPONSIBILITY AS EMPLOYER

The employee(s) of the vendor shall be considered at all times its employec(s), and not an employec(s) or agent(s) of the County, The contractor shall provide employee(s) cupable of performing the work as required. The County may require the contractor to remove any employee it deems unneceptable. All employees of the contractor may be required to wear appropriate identification

3,23 INDUMNIFICATION

To the extent permitted by law, the yender shall indemnify and hold burnless the County and its officers, employees, agents and instrumentalities from may and all liability, losses or damages, including atturney's fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the agreement by the vendor or its employees, agents, servants, partners, principals or subcontractors. The vandor shall pay all cialms and fosses in connection therewith, and shall Investigate and detend all claims, suits or actions of any kind or notate in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and epitement processing, and agrees the resear. The yender expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the vendor shall in no way limit the responsibility to indemnify, keep and save sum in no very mine the responsionity to attending, every and sortlernless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

3.24 MODIFICATION OF CONTRACT

Any contract resulting from this solicitation may be mudified by mutual consent of duly authorized parties, in writing through the issuance of a modification to the contract and/or purchase order as appropriate. This presumes the modification itself is in compliance with all applicable County procedures.

3.25 TERMINATION FOR CONVENIENCE

The County, at its sole discretion, reserves the right to tenninale this contract upon thirty (30) days written notice. Alpan receipt of such notice, the velxlor shall not incur any additional costs under this contract. The County shall be lighte only for reasonable costs incurred by the vendor prior to notice of termination. The County

shall be the sote judge of "reasonable costs."
3.26 TERMINATION DUE TO UNAVAILABILITY OF CONTINUING FUNDING

When funds are not appropriated or otherwise made available to support continuation of performance in a current or subsequent fiscal year, the contract shall be cancelled and the vendor shall be reimbursed for the reasonable value of any non-recutting costs incurred amortized in the price of the supplies or services/tusks delivered under the contract.

3.27 TERMINATION FOR DEFAULT

The County reserves the right to terminate this contract, in part or he whole, or effect other appropriate remedy in the event the vendor fails to perform in accordance with the terms and conditions stated herein. The County further reserves the right to suspend or deser the vendor in occordance with the County ordinances, resolutions and/or administrative orders. The yearder will be notified by letter of the County's intent to terminate. In the event of termination for default, the County may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement cost shall he begins by the vendor.

3.28 FRAUD AND MISREPRESENTATION

Any individual, corporation or other entity that attempts to atcet its contractual obligations through feaud, misrepresentation or material misstatement, may be debarred for up to five (5) years. The County as a flighter satisfion may terminate or careel any other contracts with anch individual, corporation or entity with such vender hold responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees

3,29 RIGHT TO AUDIT

The County reserves the right to require the vendor to submit to as until by any auditor of the County's choosing. The Contractor shall provide access to all of its repords, which relate directly or indirectly to this Agreement at its place of business during regular business hours. The vendor shall relain all records pertaining to this Agreement and stoom request make from evaluable to the County for a minimum of three (3) years, or as required by Florida. law, whichever is longer, following expiration of the Agreement. The ventor agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards. Additionally, CONTRACTOR agrees to include the requirements of his provision in all contracts with subcontractors and material suppliers in connection with the work performed hereunder. If an audit inspection or examination pursuant to this section discloses overpricing or avercharges of any nature by the CONTRACTOR to the COUNTY in excess of one nervent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the COUNTY's audit shall be reimbursed to the COUNTY by the CONTRACTOR. Any adjustments and/or payments which must be made as a result of any such mulit or inspection of the CONTRACTOR's invoices and/or records shall be made within a reasonable amount of time, but in no event shall the time exceed hinchy (90) days, from presentation of the COUNTY's audit findings to the CONTRACTOR.

3.30 PUBLIC RECORDS/ COPYRIGHTS

Pursuant to Section 119,0701, Florida Slahkes, the awarded contractor shall comply with the Fibrida Public Records' laws, and shall: 1. Keep and maintain public records that would be required by the County to perform the services identified herein. 2. Upon request from the County's custodian of public records, provide the County wills a copy of the requested records or allow the records to he inspected or copied within a reasonable time at a cost that does not exceed the cost provided for by law. 3. Finance that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contract does not transfer the records to the public agency. 4. Upon completion of the contract, at no cost to the County all public records in possession of the contractor or keep and maintain public records required by the County to perform the service. If the contractor transfers all public records to the County upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disciosure requirements. If the contractor keeps and muintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records in a format that is compatible with the information technology systems of the County. Failure to comply with this section shall be deemed a breach of the contact and enforceable as set forth in Section [19,0701, Florida Statutes.

Any copy(light derived from this Agreement shall belong to the author. The author and the CONSULTANT shall expressly assign to the COUNTY nonexchasive, royalty free rights to use any and all information provided by the CONSULTANT lat any deliverable and/or report for the COUNTY's use which may include publishing in COUNTY documents and distribution as the COUNTY documents to be in the COUNTY's best interests. If anything included in any deliverable limits like rights of the COONTY to use the information, the deliverable shall be considered defective and not acceptable and the CONSULTANT will not be cligible for any compensation.

GOVERNING LAWS

The interpretation, effect, and validity of any contract(s) resulting from this solicitation shall be governed by the laws and regulations of the State of Florida, and Lake County, Florida. Venue of any count action shall be in Lake County, Florida. In the event that a suit is brought for the enforcement of any term of the contract, or and is brought for the entorgenium of any term in the contract of my right arising there from, the parties expressly white their respective rights to have such action tried by jury trial and hereby consent to the use of non-jury trial for the adjudication of such suit 3.32 STATE REGISTRATION REQUIREMENTS

Any corporation submitting a bid in response to this IID shall either be registered or have applied for registration wish the Morida Department of State in accordance with the provisions of Chapter 607, Florida Statutes. A copy of the registration/ application may be required prior to award of a contract. Any packetship submitting a bid in response to this ITB shall have complied with the applicable provisions of Chapter 620, Florida Statutes. For additional information on these requirements, please contact the Florida Secretary of State's Office, Division of Corporations, 800,755.5111 (http://www.dog.siele.fl.ua).

3,33 PRIME CONTRACTOR The vender awarded the contract shall not as the printe confractor and shall assume full responsibility for successful performance of the contract. The vendor shall be considered the sole point of contact with segard to meeting all requirements of the contract. All subcontractors will be subject to advance review by the County in regards to competency and security concerns. After the award of regards to competency and scenario concerns. After the award of the contract no change in subcontractors will be readed without the consent of the County. The vendor shall be responsible for all insurance, permits, licenses, and related inatters for any and all subcontractors. Even if the subcontractor is self-insured, the County may require the contractor to provide any insurance certificates required by the work to be performed.

3.34 FORCE MAJEURE

The parties will exercise every reasonable effort to meet their respective obligations hereunder, but shall not be liable for delays resulting from force majoure or other causes beyond their reasonable control, including, but not limited to, compliance with revisions to Government law or regulation, acts of nature, acts of umissions of the other party, fires, strikes, national disasters, wars, riots, transportation problems and/or any other cause whalsoever beyond the reasonable control of the parties. Any such eases may be cause for appropriate extension of the performance period.

3.35 NO CLAIM FOR DAMAGES

No claim for durages or any claim other than for an extension of lime shall be made or asserted against the County because of any delays. No interruption, interference, idefficiency, suspension, or defay in the commencement or progress of the Work shall relieve the vendor of duty to perform, or give rise to may right to damages or additional compensation from the County. The vendor's sole remedy shall be the right to seek an extension to the contract time. However, this provision shall not proclude recovery of damages by the vendor for hindrances or delays due sotely to fraud, bad faith,

or active interference on the past of the County.

3.36 TRUTH IN NEGOTIATION CERTIFICATE

For each contract that exceeds One Hundred Ninety Five Thousand dollars (\$195,000,00), any organization awarded a contract must execute a truth-in-negotiation certificate stating that the wage rates and other factual unit costs are accurate, complete, and corrent, at the time of contracting. Any contract requiring this certificate shall contain a provision that the original contract price and any additions shall be adjusted to exclude any significant sums by which the County determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of the contract.

3.37 GRANT FUNDING

In the event any part of the contract is to be funded by federal, state, or other local agency monies, the vender bereby egrees to comply with all requirements of the fainding entity applicable to the use of the monies, bucheding full application of requirements involving the use of minority firms, wanten's business enterprises, and latter susplus area firms. Vendors are advised that payments ander the contract may be withheld pending completion and submission of all required forms and documents required of the vendor persuant to the grant funding requirements.

3.38 TOBACCO PRODUCTS

Due to the acknowledged hazards arising from exposure to tobacco products, and to protect the public and employees' health, saidly, comfort and environment, tobacco use is prohibited on any County owned building and property. Tohacco products include both smaking and smokeless tobacco.

# ITB TITLE: As Needed Repair Services for Lake County Vehicles and Operating Equipment

#### NOTES:

When purchasing on a direct basis, Lake County is exempt from all taxes (Federal, State, Local). A Tax Exemption Certificate will be furnished upon request for such purchases. However, the vendor will be responsible for payment of taxes on all materials purchased by the vendor for incorporation into the project (see provision 3.8 for further detail).

The vendor shall not alter or amend any of the information (including, but not limited to stated units of measure, item description, or quantity) stated in the Pricing Section. If any quantities are stated in the pricing section as being "estimated" quantities, vendors are advised to review the "Estimated

Quantities" clause contained in Section 3 of this solicitation.

Any bid containing a modifying or "escalator" clause not specifically allowed for under the solicitation will not be considered.

Unit prices shall govern for all services priced on that basis as requested under this solicitation.

All pricing shall be FOB Destination unless otherwise specified in this solicitation document.

All pricing submitted shall remain valid for a 90 day period. By signing and submitting a response to this solicitation, the vendor has specifically agreed to this condition.

- Vendors are advised to visit our website at http://www.lakecountyfl.gov and register as a potential vendor. Vendors that have registered on-line receive an e-mail notice when the County issues a solicitation matching the commodity codes selected by a vendor during the registration process.
- If the contractor has questions regarding the applicability of Chapter 119, Florida Statutes, to the contractor's duty to provide public records relating to this contract, contact the custodian of public records via the individual designated in provision 1.2 of this solicitation.

## ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: Complete Part I or Part II, whichever applies Part 1: The bidder must list below the dates of issue for each addendum received in connection with this ITB: Addendum #2, Dated: JUNG ZS, 2014 Addendum #3, Dated: Addendum #4, Dated: Part II: No Addendum was received in connection with this ITB.

## PRICING SECTION GENERAL INFORMATION

i.	Shop location:
	Address: SIO A. EAST ALFRED ST
	City/State/Zip: TAUARZES, FL 32778
	Talushano (Pari T- 257-343-2151 F- 352-343-2512
2.	Parts Price List Used: 2015 / 2016 Date of Price List: 2016
3.	Minimum order (If any) NONE UNCESS P. CARD THEN 10. MIN.
4.	Handling fee if less than minimum order (if applicable) NONE GRUESS P. CARD
5.	Response Time (from initial contact and delivery to repairs being conducted) Z-3 PA45 DEPENDING ON IPPOS
6.	Does your firm offer pickup and delivery of vehicles and equipment; Yes No ANYTHING SMALL
	If yes, please provide pricing in Section 4 where indicated.
7.	Does your firm have towing capabilities? Yes No
	If yes, please include pricing in Section 4.  Small ENGINE/MACDINETLY
8.	Will your firm accept Visa Purchasing Cards or E-Payable form of payment?
	Yes V VISA No
	If E-Payable would be acceptable please note a contact person/telephone number to set up payment information.
	information. JASON WEST 352-343-2151
9,	Vendor contact for emergency and/or disaster service 24 hours/7 days per week:
	Name: JASON WEST 352-551-6943
	Telephone/Cell/Pager/Number: 352-551-6943
10.	Exceptions to specifications:
	Ycs*No
	* If yes, insert a separate sheet immediately following this page detailing exceptions.

## ITB Number: 16-0615

## PRICING FORM

ABOR RATES: Please insert the labor rate pe or service at a site other than the vendor's fac actude vendor's travel time and mileage to and fi	rom the f	acility; the	se items will no	t be paid as
somewho charge on invoice.	STATE OF THE PARTY	60.00		/hr.
lourly labor rate for repairs and service Monday- riday, 8:00 am to 5:00 pm — AT VENDOR	\$	60.		
ACILITY  Tourly labor rate for repairs and service Monday-	\$	N/A		/hr.
1 0.00 cm to 5:00 pm - OPF SILE	75			n. a
Journal labor rate for repairs and service M-P 3:01 pm	\$	100.0	0	/hr.
o 7:59 am, Saturdays, Sundays, Hondays - Ki		- 100 m	NCY ONLY	/hr.
Hourly labor rate for repairs and service M-F 5:01 pm to 7:59 am, Saturdays, Sundays, Holidays — OFF SIT	E \$	N/A		/nr.
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## SECTION 4 - PRICING/ CERTIFICATIONS/ SIGNATURES

DUNS Number (Insert if this action involves a federal funded project):

By Signing this Bid the Bidder Attests and Certifies that: It satisfies all legal requirements (as an entity) to do business with the County, The undersigned vendor acknowledges that award of a contract may be contingent upon a determination by the County that the vendor has the capacity and capability to successfully perform the contract. The bidder hereby certifies that it understands all requirements of this solicitation, and that the undersigned individual is duly authorized to execute this bid document and any contract(s) and/or other transactions required by award of this solicitation. Purchasing Agreements with Other Government Agencies This section is optional and will not affect contract award. If Lake County awarded you the proposed contract, would you sell under the same terms and conditions, for the same price, to other governmental agencies in the State of Florida? Each governmental agency desiring to accept to utilize this contract shall be responsible for its own purchases and shall be liable only for materials or services ordered and received by it. Yes No (Check one) Certification Regarding Felony Conviction Has any officer, director, or an executive performing equivalent duties, of the bidding entity been convicted of a felony during the past ten (10) years? Tyes No (Check one) Certification Regarding Acceptance of County VISA-based Payment System

Vendor will accept payment through the County VISA- based payment system: Yes No. Reciprocal Vendor Preference: Vendors are advised the County has established, under Lake County Code, Chapter 2, Article VII, Sections 2-221 and 2-222; a process under which a local vendor preference program applied by another county may be applied in a reciprocal manner within Lake County. The following information is needed to support application of the Code: TAVARES, FL 32778 1, Primary business location of the responding vendor (city/state); \_ 2. Does the responding vendor maintain a significant physical location in Lake County at which employees are If "yes" is checked, provide supporting detail: located and business is regularly transacted: Yes No CASUSYS MONER NAS BEEN IN THE SAME LOCATION FOR ALMOST GO YGARS. Conflict of Interest Disclosure Certification Except as listed below, no employee, officer, or agent of the firm has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and, this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same services, and is in all respects fair and without collusion or fraud.

ITB Number: 16-0615

	5 AS (-1) - N. (2011) S (0.11) (2011) (2011)
General Vendor Information and Bid Sign	ature:
Firm Name: JWO WOUSTRIES IN Street Address: 510 A. FAST ALFIL	ED ST , TAVARES , FC 32778
FEIN No. 47 - 2962175 F Signature: TASEN WEST	O.: 352- 343- 2512 E-mail: TWOUTDOORS @ AOL CO Prompt Payment Terms: N/A % N/A days, net N/A  Date: 6-13- 2016  Title: OWNER / PRESIDENT
Award of Contract by the County: (Official By signature below, the County confirms award to solicitation. A separate purchase order will be get	to the shove-identified vendor under the above identified
Vendor awarded as:  ☐ Sole vendor ☐ Pre-qualified pool vendor (spot bid) ☐ Secondary vendor for items: ☐ Signature of authorized County official:	☐ Pre-qualified pool vendor based on price ☐ Primary vendor for items: ☐ Other status: ☐ VEYDORS
Printed name: Denna VILLINIS	Title: Sentore Copinate to a

ITB Number: 16-0615

## THE FOLLOWING DOCUMENTS ARE ATTACHED

Attachment 1: References Form

Attachment 2: Vehicle/Equipment Brands List

## ATTACHMENT 1 - REFERENCES

Agency	
Address	350 WEST RUBY ST
City,State,ZIP	TAVARES, PL 32778
Contact Person	CURIS COMIS OR TOBY FARMER
Telephone	82/551-5659 352-801-3491
Date(s) of Service	LAST 5-6 YEARS
Type of Service	SALES AND SERVICE OF ZERO TURN MOWERS, STIAL
Comments:	POWER EQUIPMENT AND OTHER SMALL ENGINE REPAIR

Agency	LAKE COUNTY FIRE DEPARTMENT
Address	315 WEST MAIN ST
City,State,ZIP	TAVARES, FL 32718
Contact Person	ETRIC PALMORE TRATTALION CHIEF
Telephone	352-267-8490
Date(s) of Service	LAST 6 YEARS
Type of Service	REPAIR OF ALL DARLEY PUMPS, STIHL EQUIPMENT
Comments:	AMKUS EQUIPMENT, VENT SANS, GENETRATORS

Agency	LAKE COUNTY FLEET
Address	20423 INDEPENDENCE BLUD
City,State,ZIP	GROVELAND, FL 34736
Contact Person	N/A
Telephone	352-742-3986
Date(s) of Service	LAST 3-4 YEARS
Type of Service	DARLEY PUMP SETUICE AND OTHER SMALL EQUIPMEN
Comments:	

# CITY OF MT. DORN 1250 NORTH HIGHLAND ST MT. DORA, FL 32757 DENNIS HEWITT 352-516-3687

LAST 7-8 YEARS

SMALL ENGINE REPAIRS ON

STIFL, ELDO AND STREET SMALL

ENGINES. GENERATERS AND ZERO

TURN MONERS. ALSO SALES OF NEW

EQUIPMENT.

#### ITB Number: 16-0615

## ATTACHMENT 2 - VEHICLE/EQUIPMENT BRANDS LIST

The County maintains a variety of vehicle and equipment brands that include the following. Please place a check mark in the second column for the brand(s) that your firm can support/service.

inter "X" if supported by your firm:
, , , , , , , , , , , , , , , , , , , ,
V.572
ZERO TURN MOWERS
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1TB Number: 16-0615

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eneral Coach	
eneral Motors	
Hadiator	
Sormann Rupp	
)radall	
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lesco	
Honda (Auto)	
Honda (Equipment)	V
Hyster	
Ingersoll Rand	
Interstate	
Isuzu	
JCB	
Jeep	
John Deerc (Small Equipment)	
John Decre (Heavy Equipment)	
Johnson Outboard	
Kawasaki (Heavy Equipment)	SMALL ENGINES
Kohler	
Komatsu	The second second
Kubota	V ZERO TURNS SMALL EQUIPMEN
Landpride	The state of the s
Lee Boy	
Mack	
Malettie	
Massey Ferguson	V SMALL ELEUP, SERVICES
Mercury Outboard	
Miller Equipment	
Minneapolis Moline	
International (Auto-Medium, Heavy)	
International (Equipment)	
Neal	
New Holland	
Nissan	
Onan	
Pace	
Packmore	
The state of the s	
Petriess Peterbilt	
Pierce Fire Trucks	V PUMPS SMALL GNGINGS (LET

## SECTION 5 - ATTACHMENTS

ITB Number: 16-0615

Polarkraft (Boat, Trailer)	
Ram-Lin	
Rhino	
Rollins	
Rosco	
Sakai	
Sanbo	
Sand Pro	V
Scag	V
Snapper	V
Star Tran (Bus)	
Steco	
Sterling	LERTIFIED ELITE DEALER
Stihl Equipment	V CERTIFIED ECITE DEACEIL
Summitt	
Superior (Bus)	
Supreme (Bus)	
ThermoKing	
Toro	
Toyota	
Triple Crown	
Turtle Top	
Vermeer	
Versa Lift	
Waldon	1
Yazoo	
Yale Industrial Equipment	

ON ALL FIRE TRUCKS AND OTHER GOULDMENT.



OFFICE OF PROCUREMENT SERVICES 315 WEST MAIN STREET, SUITE 441 PO BOX 7800 TAVARES FL 32778-7800 PHONE: (352) 343-9839 FAX: 352) 343-9473

#### ADDENDUM NO. 1 June 8, 2016

#### ITB 16-0615 As Needed Repair Services for Lake County Vehicles and Operating Equipment

it is the vendor's responsibility to ensure their receipt of all addenda, and to clearly acknowledge all addenda within their initial bid or proposal response. Acknowledgement may be confirmed either by inclusion of a signed copy of this addendum within the bid response, or by completion and return of the addendum acknowledgement section of the solicitation. Failure to acknowledge each addendum may prevent the bid or proposal from being considered for award.

This addendum does <u>not</u> change the date for receipt of bids or proposals.

Questions regarding this solicitation are due June 17, 2016. The purpose of this addendum is to address questions received to date.

<u>Question 1</u>: We have a question regarding insurance requirements for ITB 16-0615.

With regard to the Garage Liability and Garage Keepers coverage; we are not a vehicle garage nor do we offer towing service. We are a Grounds Maintenance Equipment provider with sales and service. In other ITB's this has not pertained to our firm and type of business and we are asking if this would not pertain to us in this iTB as well. Also, our minimum limits do not meet the required minimums but we do carry a \$10M Umbrella Liability policy which more than meets the minimum requirements. Please review the attached certificate to determine if the limits will be acceptable for this ITB.

Answer 1: Provided that a bidder does not have a true automobile/vehicle repair garage facility, Lake County will walve the garage keepers liability requirement for other types of businesses (i.e. lawn equipment repair shop). However, these types of businesses shall be required to provide proof of some sort of property of others (or garage keepers) coverage in the COI provided to the County that shows the County's equipment is protected and covered by the vendor's insurance while in the vendor's possession for repairs. Included with this addendum is a sample of an insurance certificate that includes "property of others" coverage.

ITB 16-0615 Addendum One Page Two

## Acknowledgement of receipt of Addendum:

Firm Name: TWO INDUSTRIES (NC	Date: 6-13- Zollo
Signature:Title	OWNER
Typed/Printed Name: Jason West	



## EVIDENCE OF PROPERTY INSURANCE

DATE (MMIDDAYYYY) 06/06/2016

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OFFICE OF PROCUREMENT SERVICES 315 WEST MAIN STREET, SUITE 441 PO BOX 7800 TAVARES FL 32778-7800 PHONE: (352) 343-9839 FAX: 352) 343-9473

#### ADDENDUM NO. 2 June 22, 2016

# ITB 16-0615 As Needed Repair Services for Lake County Vehicles and Operating Equipment

It is the vendor's responsibility to ensure their receipt of all addenda, and to clearly acknowledge all addenda within their initial bid or proposal response. Acknowledgement may be confirmed either by inclusion of a signed copy of this addendum within the bid response, or by completion and return of the addendum acknowledgement section of the solicitation. Failure to acknowledge each addendum may prevent the bid or proposal from being considered for award.

This addendum does <u>not</u> change the date for receipt of bids or proposals. The deadline for questions regarding this was June 17, 2016.

The purpose of this addendum is to advise potential bidders that this contract will exclude transit vehicles (buses, paratransit vehicles, etc.) that are under the direction of the Public Transit Division of Lake County and that are maintained using Federal funding. A separate ITB will be issued in the near future for federally funded transit vehicles that will include Federal Clauses.

## Acknowledgement of receipt of Addendum:

Firm Name: Two mousings Inc	Date: 6-23-2016
Signature:	Title:
Typed/Printed Name: Jason West	

ACORD

## CERTIFICATE OF LIABILITY INSURANCE

JWOINDU-01 GERRILYNN

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2/5/2016

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# Merrill Insurance Florida

1209 N. Donnelly Street • P.O. Box 67 • Mount Dora, Florida 32757 • 352-383-4147 www.merrillinsurance.com

Account Manager: Gerrilynn Ashley

gemitynn@merrjillnsurance.com

Agent: Stephanle Carder A Confidential Insurance Policies Prepared Exclusively for:

> JWO Industries inc Dba: Caskeys Mower Sales and Services

> > INNOVATIVE **EXPERIENCED** PRUDENT

**FOUNDED 1925** 



## General Liability Limits

General Aggregate Limit	\$2,000,000
Products/Completed Operations Aggregate Limit	\$2,000,000
Personal/Advertising Injury Limit	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage Limit	\$100,000
Medical Expense Limit	\$5,000

#### Coverage's included:

Premises/Operations, Products/Completed Operations, Independent Contractors, Personal/Advertising Injury, Medical Payments, Contractual Liability, Fire Danuge Legal Liability, Employees as Additional Insured, Host Liquor Liability, Incidental Medical Malpractice Liability, Broad Form Property Damage Liability, Non-Owned Watercraft Liability (Under 26 Feet), Limited Worldwide Products Liability, Extended Bodily Injury Liability (limited Assault and Battery), Defense Costs.

> INNOVATIVE EXPERIENCED PRUDENT

COMMERCIAL PROPERTY - BUSINESS AUTO - MANUFACTURING - GENERAL LIABILITY
WORKERS COMP - PERSONAL INSURANCE

## Hazard Schedule

Class Loc # Bldg # Code Classification  1 1 15063 Machinery or Equipment Dealers Yard	Rating Basis Sales	Exposure \$x00,000

The proposed premium is based on the above estimates of annual exposures. This policy is subject to an Annual audit. A deposit premium will be collected at the time of inception. Adjustments in the premium will be done when the policy expires.



INNOVATIVE EXPERIENCED PRUDENT COMMERCIAL PROPERTY . BUSINESS AUTO . MANUFACTURING . GENERAL LIABILITY WORKERS COMP - PERSONAL INSURANCE



## **Location Schedule**

Issuing Company:

Policy Term:

Addison Insurance Company 07/08/2015 = 07/08/2016

Loc# Bldg#	Address
1 L	510 Alfred Street, Tavares, FL 32778

INNOVATIVE EXPERIENCED PAUDENT

## **Property Limits**

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- 4		Subject of Inc	Amount	Deductible	Valuation	Co Ins
Loc #	Bldg#	Business Personal	1	\$2,500	Replacement Cost	100%
\ <u></u>		Property				<del> </del>
l .	1	Business Income	\$250,000		<u> </u>	

<sup>\*\*</sup>Windstorm or Hall Oeductible 5%\*\*

#### Extensions of Coverage

Debris Removal, Fire Department Service Charges, Preservation of Property, Pollutant Cleanup and Removal, Newly Acquired Buildings, Newly Acquired Personal Property, Personal Property of Others/Employees, Valuable Papers - Cost of Research, Property Off Premises, Outdoor Property - Trees, Shrubs and Plants, Property in Transit (Special Form Only)

INNOVATIVE EXPERIENCED PRUDENT

## Commercial Crime

INSIDE PREMISES-ROBBERY OR BURGLARY-OTHER PROPERTY \$10,000 Deductible \$1,000

At Premises #01 Building #01

Trusted Choice\* INNOVATIVE EXPERIENCED PRUDENT

FOUNDED 192

### Technology Insurance Company

#### A Stock insurance Company

#### 20 Trafalgar Square, Suite 459

#### Nashua, NH 03063

WC 99 00 01 B

Abrams Town & Country Electric  510 E Alfred St Suite A Tavares, FL 32778  Other workplaces not shown above: See Extension of Information Page Producer: AmTrust North America, Inc. Pederal Tax ID: Producer: AmTrust North America, Inc. Producer: Rochester, NY 14620  The policy period is from 1/15/2016 to 1/15/2017 12:01 a.m. at the insured's mailing address.  A. Workers Compensation Insurance: Part One of the policy applies to the Workers Compensation Law of the states listed here: Piorida B. Employers Liability Insurance: Part Two of the policy applies to work in each stated listed in item 3.A. The limits of our liability under Part Two are: Bodily Injury by Disease: Bodily Injury by Disease: Bodily Injury by Disease: Bodily Injury by Disease: C. Other States Insurance: Part Three of the policy applies to the states, if any, listed here: All etates except ND, OH, WA, WY and State(s) Designated in Item 3A. D. This policy includes these endorsements and schedules: See attached endorsement schedule.  4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by studit. See Extension of Information Page TOTAL ESTIMATED ANNUAL PREMIUM STATE ASSESSMENT 2,9 TOTAL ESTIMATED COST	NO E	EMPLO	COMPENSATION  DYERS LIABILITY  E POLICY				<u></u>	FORMATION PAGE
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c/o Abram's Town & Country Blectric  Side A Tayares, FJ, 32778  Other workplaces not shown above:  See Extension of Information Page Producer:  AmTrust North America, Inc.  c/o Paychex Insurance Agency, Inc. (B) 150 Sawgrass Drive Rochester, NY 14620  The policy period is from 1/15/2016 to 1/15/2017  12:01 a.m. at the insured's mailing address.  A Workers Compensation Insurance: Part One of the policy applies to the Workers Compensation Law of the states listed here: Florida  B. Employers Liability Insurance: Part Two of the policy applies to work in each stated listed in item 3.A. The limits of our liability under Part Two are:  Bodily Injury by Accident \$ 1,000,000 each each accident Bodily Injury by Disease \$ 1,000,000 policy limit Bodily Injury by Disease \$ 1,000,000 each employee  C. Other States Insurance: Part Three of the policy applies to the states, if any, listed here: All states except ND, OH, WA, WY and State(s) Designated in Item 3.A.  D. This policy includes these endorsements and schedules:  See attached endorsoment schedule.  4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by sudit.  See Extension of Information Page TOTAL ESTIMATED COST  Minimum Premium						Policy Number:	•	,
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Rochester, NY 14620  The policy period is from 1/15/2016 to 1/15/2017 12:01 a.m. at the insured's mailing address.  A. Workers Compensation Insurance: Part One of the policy applies to the Workers Compensation Law of the states listed here: Plorida  B. Employers Liability Insurance: Part Two of the policy applies to work in each stated listed in item 3.A. The limits of our liability under Part Two are:  Bodily Injury by Accident \$ 1,000,000 each accident Bodily Injury by Disease \$ 1,000,000 policy timit  Bodily Injury by Disease \$ 1,000,000 each employee  C. Other States Insurance: Part Three of the policy applies to the states, if any, listed here: All states except ND, OH, WA, WY and State(s) Designated in Item 3A.  D. This policy Includes these endorsements and schedules:  See attached endorsement schedule.  4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by sudit.  See Extension of Information Page  TOTAL ESTIMATED ANNUAL PREMIUM  STATE ASSESSMENT  TOTAL ESTIMATED COST  Mignum Premium								
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A. Workers Compensation Insurance: Part One of the policy applies to the wirkers Compensation  B. Employers Liability Insurance: Part Two of the policy applies to work in each stated listed in item 3.A. The limits of our  liability under Part Two are:  Bodily Injury by Accident \$ 1,000,000 each accident  Bodily Injury by Disease \$ 1,000,000 policy limit  Bodily Injury by Disease \$ 1,000,000 each employee  C. Other States Insurance: Part Three of the policy applies to the states, if any, listed here: All states except ND, OH, WA, WY  and State(s) Designated in Item 3A.  D. This policy includes these endorsements and schedules:  See attached endorsement schedule.  4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by sudit.  See Extension of Information Page  TOTAL ESTIMATED ANNUAL PREMIUM  STATE ASSESSMENT  TOTAL ESTIMATED COST  Minimum Premium		The		1/15	/2017	12:01 a.m. at the in	sured a maning of	-6 the states lister
Bodily Injury by Disease \$ 1,000,000 policy limit Bodily Injury by Disease \$ 1,000,000 cach employee  C. Other States Insurance: Part Three of the policy applies to the states, if any, listed here: All states except ND, OH, WA, WY and State(s) Designated in Item 3A.  D. This policy includes these endorsements and schedules: See attached endorsement schedule.  4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by sudit.  See Extension of Information Page TOTAL ESTIMATED ANNUAL PREMIUM STATE ASSESSMENT TOTAL ESTIMATED COST Minimum Premium	}.		here: Florida  Employers Liability Insurance: Part Two	of th	e policy appli	es to work in each state	d listed in item 3.7	A. The limits of our
Bodily Injury by Disease \$ 1,000,000 cach employee  C. Other States Insurance: Part Three of the policy applies to the states, if any, listed here: All states except ND, OH, WA, WY and State(s) Designated in Item 3A.  D. This policy includes these endorsements and schedules:  See attached endorsement schedule.  4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by sudit.  See Extension of Information Page  TOTAL ESTIMATED ANNUAL PREMIUM  STATE ASSESSMENT  2.9  TOTAL ESTIMATED COST  Minimum Premium			Hodily Injury by Accident	\$	1,000,000			
Bodity Injury by Disease \$ 1,000,000 each employee  C. Other States Insurance: Part Three of the policy applies to the states, if any, listed here: All states except ND, OH, WA, WY and State(s) Designated in Item 3A.  D. This policy includes these endorsements and schedules:  See attached endorsement schedule.  4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by sudit.  See Extension of Information Page  TOTAL ESTIMATED ANNUAL PREMIUM  STATE ASSESSMENT  TOTAL ESTIMATED COST  Minimum Premium  2.99				\$	1,000,000			
C. Other States Insurance: Part Three of the policy applies to the states, if any, listed here: All states except No., on and State(s) Designated in Item 3A.  D. This policy includes these endorsements and schedules:  See attached endorsement schedule.  4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by sudit.  See Extension of Information Page  TOTAL ESTIMATED ANNUAL PREMIUM  STATE ASSESSMENT  TOTAL ESTIMATED COST  Minimum Premium				\$	1,000,000	each employee	3	115/
D. This policy includes these endorsements and schedules:  See attached endorsement schedule.  4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by sudit.  See Extension of Information Page  TOTAL ESTIMATED ANNUAL PREMIUM  STATE ASSESSMENT  TOTAL ESTIMATED COST  Minimum Premium		C.	Other States Insurance: Part Three of the	e poli	ey applies to (	he states, if any, listed t	nere: All states exc	cept ND, OH, WA, WY
Sec attached endorsement schedule.  4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by sudit.  Sec Extension of Information Page  TOTAL ESTIMATED ANNUAL PREMIUM  STATE ASSESSMENT  TOTAL ESTIMATED COST  Minimum Premium		_	This policy includes these endorsements	s and	schedules:			
4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rules of Rules and Rules							,,	
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Sec Extension of Information Page  TOTAL ESTIMATED ANNUAL PREMIUM  STATE ASSESSMENT  TOTAL ESTIMATED COST  Minimum Premium  2,9	4.	inf	ormation required below is subject to verif	[icatio	on and change	a p à anger		
TOTAL ESTIMATED ANNUAL PREMIUM  STATE ASSESSMENT  TOTAL ESTIMATED COST  Minimum Premium  29			See Extension of Information Page					2,95
STATE ASSESSMENT 2,9 TOTAL ESTIMATED COST 6 Minimum Premium 2			TOTAL ESTIMATED ANNUAL PR	EMI	,UM			•
TOTAL ESTIMATED COST  Minimum Premium  2			STATE ASSESSMENT					2,95
Minimum Premium			TOTAL ESTIMATED COST					61
								29
								23

Countersigned By: \_

Authorized Representative



1/21/2016

Jasue Date:

Technology insurance Company

WC 99 00 01 B

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

INFORMATION PAGE

Insured: Abrams Town & Country Co

Policy Number: TWC3529910

## EXTENSION OF INFORMATION PAGE FOR ITEM #1 ITEM 1: NAMED INSURED and WORKPLACES

HEMI I: NAME I				
	Site	Address	FEIN #	
Location			593480886	
Abrams Town & Country Co	1	510 E Alfred St Suite A Tavares, Ft. 32778	00014400-	



WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

INFORMATION PAGE

Insured: Abrams Town & Country Co

Policy Number: TWC3529910

#### EXTENSION OF INFORMATION PAGE ENDORSEMENT SCHEDULE

Form Number	Description
WC000000A WC990001B WC000404 WC000414 WC000419 WC090303 WC090402 WC090403B WC090608	DECLARATIONS COVER LETTER DECLARATIONS PAGE PENDING HATE CHANGE ENDORSEMENT NOTIFICATION OF CHANGE IN OWNERSHIP ENDORSEMENT PREMIUM DUE DATE ENDORSEMENT FLORIDA EMPLOYERS LIABILITY COVERAGE ENDORSEMENT FLORIDA EXPERIENCE RATING MODIFICATION FACTOR ENDORSEMENT FLORIDA TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT ENDORSEMENT FLORIDA TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT ENDORSEMENT FLORIDA EMPLOYMENT AND WAGE INFORMATION RELEASE ENDORSEMENT



Insured: Abrams Town & Country Co

Policy Number: TWC3529910

#### EXTENSION OF INFORMATION PAGE FOR ITEM #4 ITEM 4: SCHEDULE OF PREMIUMS

	# of Emps		Premium Basis Total Est. Annual Remuneration	Rate Per \$100 of Remuneration	Estimated Annual Premium
Classification Florida Fire Alarm Installation or Repair & Drivers Manual Premium	3	7605	80,000	3.27	2,616 2,616
Total Manual Premium  Premium for Increased Limits Part Two: 1,4% (1000/1000/1000)  Premium to Equal Increased Limits Minimum Cl Total Premium Subject to Experience Modificati Experience Modification N/A  Expense Constant Terrorism Risk Insurance Act Total FL Premium Total FL Cost	narge on	9812 9848 0900 9740			2,616 37 83 2,736 2,736 200 16 2,952 2,952
TOTAL ESTIMATED ANNUAL PREMIUM STATE ASSESSMENT TOTAL COST					2,952 0 2,952

Payment

Due Date

1/19/2016

Insured: Abrams Town & Country Co

Description

Downpayment

Policy Number: TWC3529910

PAYMENT SCHED	JLE			
	Premium Due	Surcharge Due	Fees Due	Total Due
	\$297,00	\$0,00	\$0.00	\$297.00
	\$295,00	\$0.00	\$0.00	\$295.00

3/20/2016	Installment 1 of 9		\$295.00	\$0.00	φυ.συ	ψεσφίσο
			\$295.00	\$0.00	\$0.00	\$295.00
4/20/2016	Installment 2 of 9		\$295.00	\$0.00	\$0.00	\$295.00
5/20/2016	Installment 3 of 9		,	\$0.00	\$0.00	\$295.00
6/20/2016	Installment 4 of 9		\$295.00	·	•	\$295.00
7/20/2016	Installment 5 of 9		\$295.00	\$0.00	\$0.00	
8/20/2016	Installment 6 of 9		\$295,00	\$0.00	\$0.00	\$295.00
			\$295.00	\$0.00	\$0.00	\$295.00
9/20/2016	Installment 7 of 9		\$295.00	\$0.00	\$0.00	\$295.00
10/20/2016	Installment 8 of 9		•	·	•	\$295.00
11/20/2016	Installment 9 of 9		\$295.00	\$0.00	\$0.00	
,,.=====		Totals	\$2,952.00	\$0.00	\$0.00	\$2,952.00

Agency Bill: You will receive invoices from Paychex Insurance Agency, Inc. (B).

Above is an estimated payment schedule. You will receive actual premium Invoices from Paychex Insurance Agency, Inc. (B) which may include fees not shown above.

If you have questions regarding your premium invoice, please contact Paychex Insurance Agency, Inc. (B) at (877) 266-6850.

For other questions regarding your policy, please contact Paychex Insurance Agency, Inc. (B) at (877) 266-6850.

Printed: 1/21/2016



## Technology Insurance Company

20 Trafalgar Square, Suite 459 Nashua, NH 03063

#### WORKERS' COMPENSATION

and

#### EMPLOYERS' LIABILITY INSURANCE POLICY

In Witness Whereof, we have caused this policy to be executed and attested, and, if required by state law, this policy shall not be valid unless countersigned by our authorized representative.

Stephen Ungar, Secretary

Jeff Leo, President

To obtain information, please contact your agent or Technology Insurance Company 877-528-7878. You may also write Technology Insurance Company Consumer Relations at:

5800 Lombardo Center Cleveland OH 44131-2550

WC 99 00 00 A



OFFICE OF PROCUREMENT SERVICES 315 WEST MAIN STREET, SUITE 441 PO BOX 7800 TAVARES FL 32778-7800 PHONE: (352) 343-9839 FAX: 352) 343-9473

ADDENDUM NO. 3 June 29, 2016

# ITB 16-0615 As Needed Repair Services for Lake County Vehicles and Operating Equipment

It is the vendor's responsibility to ensure their receipt of all addenda, and to clearly acknowledge all addenda within their initial bid or proposal response. Acknowledgement may be confirmed either by inclusion of a signed copy of this addendum within the bid response, or by completion and return of the addendum acknowledgement section of the solicitation. Fallure to acknowledge each addendum may prevent the bid or proposal from being considered for award.

The purpose of this addendum is to extend the deadline for bids to Thursday, July 14, 2016 at 3:00 p.m.

Bids for ITB 16-0615 were due June 28, 2016 at 3:00 p.m. Because the County did not realize sufficient competition to cover all brands of vehicles and equipment currently owned, the ITB is hereby reopened with bids due by <u>July 14</u>, 2016 at 3:00 p.m.

Information regarding how and where to submit a Bid can be found in Sections 1.13 and 1.14 of the ITB document.

NOTE: If you submitted a Bid response that was opened on June 28, 2016, YOU DO NOT HAVE TO RE-SUBMIT A BID. All bids received and opened on June 28, 2016 will be considered for contract awards.

Acknowledgement of receipt of Addendum:	NOW SHOP
Acknowledgement of receipt of Addendum:  Firm Name: Two INDUSTRIES INC DISA CO	Date: 7-8-16  Title: Owner / President
Signature:	Title:
Typed/Printed Name: TASON NEST	



OFFICE OF PROCUREMENT SERVICES 315 WEST MAIN STREET, SUITE 441 PO BOX 7800 TAVARES FL 32778-7800 PHONE: (352) 343-9839 FAX: 352) 343-9473

ADDENDUM NO. 4 July 13, 2016

## ITB 16-0615 As Needed Repair Services for Lake County Vehicles and Operating Equipment

It is the vendor's responsibility to ensure their receipt of all addenda, and to clearly acknowledge all addenda within their initial bid or proposal response. Acknowledgement may be confirmed either by inclusion of a signed copy of this addendum within the bid response, or by completion and return of the addendum acknowledgement section of the solicitation. Failure to acknowledge each addendum may prevent the bid or proposal from being considered for award.

The purpose of this addendum is to extend the deadline for bids to Thursday, July 14, 2016 at 3:00 p.m.

Per Addendum 3, bid due date was extended through July 14, 2016. By way of this Addendum #4, this deadline is hereby extended to August 3, 2016 at 3:00 p.m.

NOTE: If you have already submitted a Bid response, you do not have to re-submit your bid.

Acknowledgement of receipt of Acknowledgement	idendum:
JWO INDU	STRIES DBA S MOWER SHOP Date: 7/13/16
Firm Name: CASKEY	
Signature:	Title: PRESIDENT
Typed/Printed Name: JAS	ON WEST